



County of San Bernardino

F A S

STANDARD CONTRACT

SECOND AMENDMENT

FOR COUNTY USE ONLY

<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	SC	Dept.	A	Contract Number <b>97-24 A-2</b>	
County Department <b>Real Estate Services Department</b>			Dept.	Orgn.	Contractor's License No.	
County Department Contract Representative <b>David H. Slaughter, Director</b>			Telephone <b>387-7813</b>		Total Contract Amount	
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date		Contract End Date		Original Amount
Fund AAA	Dept. RNT	Organization RNT	Appr. 200	Obj/Rev Source 2905	GRC/PROJ/JOB No. <b>57N31165</b>	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name <b>San Bdno - HSS - DCS</b>			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Don W. Schmid Family Trust, et al

hereinafter called LANDLORD

Address

440 West Fifth Street, Suite 201

Tustin, CA 92780

Telephone

(714) 544-4000

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, the LANDLORD's predecessor-in-interest, Richard J. Battaglia, and COUNTY have previously entered into a Lease Agreement, Contract No. 97-24 (the "Lease"), wherein LANDLORD's predecessor-in-interest, agreed to lease certain real property to COUNTY, and;

WHEREAS, the LANDLORD and COUNTY desire to amend the Lease to reflect the change of ownership; and,

WHEREAS, the LANDLORD and COUNTY desire to desire to amend the Lease to approve the Subordination, Non-Disturbance and Attornment Agreement; and,

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree the Lease Agreement, Contract No. 97-24, is amended as follows:

1. CHANGE that portion of Paragraph 1, PARTIES, which now reads "...Richard J. Battaglia..." to read "...Don W. Schmid, Trustee of the Don W. Schmid Family Trust, established October 8, 1984, David W. Schmid and Jennifer N. Schmid, Trustees of the 2001 David W. Schmid Trust, dated November 27, 2001, David W. Schmid, Trustee of the Daniel Walter Schmid Trust, established March 10, 1997, David W. Schmid, Trustee of the William Robert Schmid Trust,

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established December 30, 1998, David W. Schmid, Trustee of the Andrew David Schmid Trust, established February 6, 2001, David W. Schmid and Jennifer N. Schmid, Trustee of 2001 David Schmid Trust dated November 28, 2001, Laura M. Cook, Trustee of the Laura M. Cook Trust, established August 9, 1996, and Mark D. McCormick and Bonnie S. McCormick, Trustees of the M & B McCormick Trust established January 30, 1997, Bonnie Jean McCormick, Trustee of the David Walter McCormick Trust, established July 29, 1991, Bonnie Jean McCormick, Trustee of the Matthew Thomas McCormick Trust established July 29, 1991, Bonnie Jean McCormick, Trustee of the Michael McCormick Trust established July 29, 1991 ...".

2. DELETE the existing Paragraph 26, NOTICES, in its entirety and SUBSTITUTE therefor the following as new Paragraph 26, NOTICES:

26. **NOTICES:**

a. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated two (2) COUNTY working days from the time of mailing if mailed as provided in this paragraph.

LANDLORD's address: Don W. Schmid Family Trust, et al  
c/o Greenwood & Son  
440 W. First Street, Suite 201  
Tustin, CA 92780

COUNTY's address: Internal Services Group  
Real Estate Services Department  
825 East Third Street, Room 207  
San Bernardino, CA 92415-0832

b. If, at any time after the COUNTY accepts the Premises, the LANDLORD assigns or transfers a non-controlling interest of its rights in the Premises to a third party, LANDLORD must notify COUNTY of its action at least fifteen (15) COUNTY working days prior to completing any such action.

c. If, at any time after the COUNTY accepts the Premises, the LANDLORD assigns or transfers a controlling interest of its rights in the Premises to a third party, LANDLORD must notify COUNTY of its action at least fifteen (15) COUNTY working days prior to completing any such action. The new owner must provide COUNTY with evidence of completion of such action. The parties shall immediately execute an amendment to this lease stating the change of ownership of the Premises.

(1) Within fifteen (15) COUNTY working days of completing any action which affects a change in the ownership of the Premises, the new owner must provide COUNTY evidence of obtaining insurance in compliance with **Paragraph 19, INSURANCE.**

3. Pursuant to Paragraph 45, SUBORDINATION AND ATTORNMENT. the COUNTY hereby approves the attached Subordination Non-Disturbance and Attornment Agreement between the COUNT, LANDLORD, and California Bank & Trust.

4. ADD the following as a New Paragraph 48, COUNTERPARTS, which shall read as follows:

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48. Counterparts: This Agreement may be executed by the parties in counterparts, and when any one or more copies of this Agreement have been executed by all of the parties, this Agreement shall be effective, and all of such copies shall be deemed and construed to be one agreement.

5. All other provisions and terms of the Lease Agreement, Contract No. 97-24, as previously amended, shall remain the same and are hereby incorporated by reference.

**END OF SECOND AMENDMENT.**

Don W. Schmid family Trust, est. 10/8/84; 2001 David W. Schmid Trust, dated 11/27/01 and 11/28/01; Daniel Walter Schmid Trust, est. 3/10/97; William Robert Schmid Trust, est. 12/30/98; Andrew David Schmid Trust, est. 2/6/01; Laura M. Cook Trust, est. 8/9/96; M & B McCormick Trust est. 1/30/97; David Walter McCormick Trust, est. 7/29/91; Matthew Thomas McCormick Trust, est. 7/29/91; Michael McCormick Trust est. 7/29/91

►  
Dennis Hansberger, Chairman, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

J. RENEE BASTIAN, Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

By ► Greenwood & Sons  
a California general partnership  
Manager

By: \_\_\_\_\_  
Carl J. Greenwood

Title: Managing General Partner

Dated: \_\_\_\_\_

Approved as to Legal Form

►  
Fiona Luke, Deputy County Counsel

Date \_\_\_\_\_

Reviewed by Contract Compliance

►

Date \_\_\_\_\_

Reviewed for Processing

►  
Agency Administrator/CAO

Date \_\_\_\_\_

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